



## Terms of Business

HIC - 2 The Causeway, Bishops Stortford, Hertfordshire, CM23 2EJ

### 1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this information to decide if our services are right for you.

### 2. Our service

We act as an Independent Broker on your behalf. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

### 3. Who regulates us

Herts Insurance Consultants Ltd is authorised and regulated by the Financial Services Authority. Our FSA Registration number is 309073.

### 4. Ownership

Herts Insurance Consultants Limited is a wholly owned by Hadleigh Holdings.

### 5. Our permitted business is:

**Arranging (bringing about) deals on non-investment contracts** – This covers a wide range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.

**Making arrangements with a view to transactions in non-investments contracts** – This includes helping potential customers to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy.

**Dealing as an agent in non-investment contracts** – This includes entering into a contract of insurance with a customer on behalf of an insurer (e.g. issuing a cover note).

**Assisting in the administration and performance of a non-investment insurance contract** – This includes notifying an insurance claim to the insurer and negotiating on behalf of the customer.

You can check the above on the FSA's register by visiting their website <http://www.fsa.gov.uk/register> or by contacting them on 0845 6061234

### 6. Products which we offer

We sell a wide range of personal insurance products and provide information on the basis of a fair analysis of the market from a wide range of insurers.

In respect of Legal Expenses insurance we deal exclusively with Ageas Insurance Company Ltd

In respect of Vehicle Breakdown Cover we deal exclusively with Equity Red Star

In respect of Personal Accident Cover we deal exclusively with Trinity Lane Insurance Company Ltd

In respect of Key Care we deal exclusively with Groupama Insurance Company Ltd

In respect of Windscreen Cover we deal exclusively with Markerstudy Insurance Company Ltd

### 7. Our charges

. We make the following charges for administering your insurance:

• New Policy	Up to £60	• Arranging Direct Debits	Up to £25
• Policy Renewal	Up to £60	• Each Uncleared/Returned Cheque	£25
• Policy Amendments	£25	• Debt passed to our Debt Collection Agency	£25
• Agreed Value	Up to £15.75	• Cancellation (also refer to <b>Our Commission</b> )	£25

The above are non refundable and are in addition to any charge levied by your insurer.

#### Our Commission:

When arranging policies we receive a commission from your insurer. When your insurer refunds a premium to us they will take the commission back. Any refund issued to you will have the shortfall in our commission deducted.

#### How monies paid to us are handled

We are the Agent of Insurers for the purpose of collection of premiums and refunds of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account and that any premium refund is treated as received by you when it is actually paid over to you. We normally accept payment by guaranteed cheque, cash or any of the major debit/credit cards.

We will securely retain your debit/credit card details for the purpose of automatic renewals and to pay or refund other premiums or balances that may become due upon changes to the policy. If you do not want us to retain these details please contact our Customer Service Team.

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### 9. Cancellations

If you are thinking of cancelling your policy, you must first call our Customer Service Team who will be able to confirm any return of premium.

#### Claim in current year:

Insurers do not permit a refund of premium upon cancellation if a claim has been reported during the current term of insurance irrespective of fault.

#### Within Cooling Off:

Once we arrange insurance cover, you have the right to cancel it within 14 days of receiving the policy, without giving any reason. In this event, we shall retain our New Policy/Renewal charge. Also your insurer will make a charge for the cover provided.

#### Outside of Cooling Off:

Not all insurers permit a refund upon cancellation, please refer to the insurers Policy Book. Cancelling any Direct Debit does not cancel your policy and it is not to be assumed that the Direct Debits paid thus far equate to the charge for the time on cover. Your policy cover is made up of a number of components which are not all refundable, examples:

- |  |  |
|--|--|
| • Our Charges                                | • Personal Accident Cover                                  |
| • Breakdown Cover                            | • Recommendation commission e.g. from a comparison website |
| • Key Care                                   | • Interest paid on Direct Debits                           |
| • Windscreen Cover (non-comprehensive cover) |  |

If the policy is voided or cancelled due to non-disclosed material facts none of our charges will be refunded. Your cancellation request must be confirmed in writing enclosing your Certificate of Motor Insurance or Lost Certificate Declaration before we can cancel your policy. Policies will only be cancelled from the date we receive your Certificate of Motor Insurance.

## 10. Refunds

Minimum refund is £5.00 and anything under this is retained. Due to the increase in fraudulent cases and to prevent money laundering, refunds can only be made against the last payment card used from which a payment was taken. Please be aware that if the card used was not in your name then any refund due under this policy will not be paid back directly to you and you may need to seek settlement from the owner of the payment card to which the refund has been given. Payment of refunds by other methods i.e. cash or cheque, where payment by card was the original method used cannot be made.

## 11. Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 466865. You may be able to spread your payment through insurers' instalment schemes or a credit scheme that we have arranged with a third party finance provider. We will give full information about payment options when we discuss your insurance in detail.

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited. Please note that this is a Finance Agreement between yourself as the policyholder and Premium Credit Limited, and is separate to the Insurance Policy. As this is in effect a loan for the initial premium, this agreement MUST NOT be cancelled until this has been fully repaid to the Finance Company, even if your Insurance Policy has been cancelled. If any direct debit or other payment due in respect of the credit agreement you enter into with Premium Credit Limited (PCL) to pay insurance premiums is not met when presented for payment or if you end the credit agreement with PCL or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. The balance will be debited from the debit/credit card last used by yourself.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

## 12. Trinity Lane Insurance Company Ltd

Trinity Lane is owned by one of the Directors of Hadleigh Holdings Ltd.

## 13. Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important you ensure that all information, statements or answers made by you to us or on your proposal forms, claims forms and other documents are full and accurate and must be correct. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

Your attention is particularly drawn to the importance of the declaration and signature on Insurer's Proposal Forms or Statement of Facts to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters of information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity and certainly at renewal. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. You are advised to keep copies of any correspondence you sent to us or direct to the insurer. Please do consult us if you are in doubt in any aspect.

We make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/ or the credit reference agencies, about you and those with whom you are linked financially, may be used by Herts Insurance Consultants and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Should material facts not be disclosed and the insurer elects to void or cancel the policy we will retain all of our fees as per section, 7. Our Charges.

When making your application for insurance, searches are made to verify and validate facts provided. Should we consider that material facts are inaccurate or that material facts have not been volunteered, we reserve the right to refuse any application for insurance.

**If you are in any doubt as to whether any information is material, you should disclose it**

## 14. Aware of Policy Terms

When a policy is issued, you are strongly advised to read it carefully as it is that document, the Policy Schedule along with your Certificate of Motor Insurance which is the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please contact our Customer Services Department immediately.

## 15. Claims

If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify our Claims Department immediately and we will promptly assist you and, if appropriate, issue you with a claim form and pass details to your Insurer.

You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your Insurer. You must continue to make your monthly payments for your insurance, if applicable. We reserve the right to withhold payment in respect of claims, if payment of any premiums to ourselves is in default.

If you hold comprehensive cover then a courtesy car may be available, generally they are through the insurers approved repairer and are subject to availability (excluding claims where the car is written off or a theft claim is made). Please refer to the insurer's policy book for details.

## 16. Renewal of Cover

"Stay Insured" - in order to comply with Motor Insurance Law introduced in 2011 and to avoid your vehicle from being uninsured, we automatically renew policies using your last method of payment. We will contact you prior to the renewal date providing you with reasonable time to contact us and advise us that you wish to stop the automatic renewal process. If a policy is automatically renewed any additional policies that you take out with this policy, such as Breakdown Assistance will also renew. If we automatically renew a policy and you did not advise us to stop the automatic renewal process, you will need to provide proof of alternative cover or that the vehicle has been SORN, sold or scrapped and you may be liable for charges for time whilst cover was in force. Any policy for less than 12 months or Walkabout/Tourist policies are not renewable and will automatically expire.

## 17. Confidentially

All personal information about our customers is treated as Private and Confidential.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any parties without their written consent unless required by law or public interest. We may use the information we hold about our customers to provide them with information about other products or services which we feel may be appropriate to them.

Under Data Protection Act 1988, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries you should write to our Data Protection Officer at the above address or by email [dpo@hertsinsurance.com](mailto:dpo@hertsinsurance.com)

## 18. Anti Fraud

Insurers pass information to the Claims Underwriting Exchange Register operated by the Database Service Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The aim is to check information provided and to prevent fraudulent claims.

Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be searched by the Policy to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

## 19. Complaints

We are committed to providing a quality service and achieving the highest standards of conduct. However, if at any time you are dissatisfied with the service provided by us, we have a formal complaints process. You should, therefore, take the following course of action:

In the first instance you should discuss your complaint with the member of staff with whom you have been dealing with.

If your dissatisfaction is unresolved, please call our Customer Services Department or write to the Customer Care Manager. We will acknowledge your complaint within 5 working days and confirm who is investigating your concerns. We will provide a formal response within 4 weeks from initial receipt of your complaint. If the complaint cannot be resolved within this timescale we will explain why and specify our anticipated timescale for resolution. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

### **Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS

**Note:** Your acceptance of these Terms of Business does not affect your normal legal rights.

### **English Law**

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English Law.